

1888-003 Chancery Causes: Asgn. of R. B. Terrill for tc vs. Jeremiah Harber & Lee Co.

Bales, Richmond, Fulkerson, Daugherty

CA- Contract Dispute  
T-Property



To the Hon. John A. Kelly Judge of the Circuit  
Court of Lee County Virginia:

Humbly complaining your Orator Joseph W. Sales  
assignee of H. B. Terrill who sues for the benefit of  
William Richmond (colored) would respectfully show  
unto your Honor that about the latter part of the year  
1871. One Jeremiah Harber rented or leased from said  
H. B. Terrill of Madison County Kentucky a certain  
house in Rogersville in said County known as the Coffey  
House, and also that part of a certain other house used  
as a black Smiths Shop, including the use of the black  
smith tools, but excluding from his Occupation & control  
the residue of said house not used as a shop, for the period  
of One year, commencing January 1 1872 and ending on  
the 31st of December 1872. And for this property so rented  
the said Jeremiah Harber undertook and bound himself by  
a writing to pay to said H. B. Terrill the sum of One hundred  
and fifty dollars which by the terms of said written con-  
tract became due and payable on the first day of Jan'y 1873  
And this written contract so entered into between said Terrill  
and said Harber is herewith filed as a part of this bill  
marked (A.) and is prayed so to be considered & treated.



Your Orator further states that although said contract of lease was made and agreed to at the time before stated, yet the contract was not reduced to writing until the 28th day of Oct. 1872 toward the close of the year for which said property was so rented, but by the express written terms of said contract the same was to relate back to the first day of January 1872 and was to be in full force and effect from that date, as will be seen by reference thereto. Your Orator now states that he was born and raised to manhood in the County of Lee State of Virginia but that soon after the close of the late war he emigrated to Madison County Kentucky, where he has continued to reside ever since and where he still lives, And at the time said contract of renting was made between said Terrell and said Harber, the latter had then but recently moved from Lee County Va. to Madison County Kentucky, where he was an entire stranger to everybody, except your Orator who was well known to him, and he to some extent known to your Orator. About the time said contract was made said Terrell knowing that your Orator was to some extent acquainted with said Harber, applied to him in order to learn whether or not it could be prudent and proper in him to lease said premises



to said Harbor as a credit, when your Orator recommended  
said Harbor to him as a man that would do to trust  
and as a suitable and fit person to lease said property to.  
and said contract of renting was accordingly made:

Your Orator states that just before the money for said  
leased premises became due and payable, the said  
Jeremiah Harbor without having paid to said Terrill  
any part thereof secretly and sly absconded from the  
state of Kentucky, and moved back to Lee County Virginia:

Your Orator states that said Harbor having thus  
absconded from Kentucky, without paying said Terrill  
anything for the property so leased and occupied by him  
and your Orator having recommended said Harbor as a  
man that would do to trust, to said Terrill, he felt  
himself morally bound to see that said Terrill was  
paid for the use of said property, and your Orator  
to attain that end, proposed to, and did purchase of  
said Terrill, the written contract obligation which he  
held on said Harbor for the price of said leased premises

And said Terrill thereupon by a writing at the foot  
of said written contract, for value received assigned the  
same to your Orator as will be seen by reference to said  
exhibit (A)



Your Orator states that said written assignment through  
some careless inadvertence or mistake was dated Dec.  
the 7-1871 when in truth and in fact it should be  
dated sometime during the year 1873 the exact time not  
now known or remembered. Your Orator further states  
that from the time he purchased said obligation as aforesaid  
claim to the month of Sept. 1882 said Harber was a  
citizen of the state of Virginia, and being such your  
Orator had no opportunity of asserting his said claim  
against said Harber in the state in which the contract  
was made; And even if he had remained in the state  
where it was executed, or if he had followed him to the  
state of Virginia and had <sup>here</sup> asserted his claim through  
a legal channel, his efforts would have been unavail-  
ing because said Harber was wholly insolvent prior  
to the month of Sept 1883. Your Orator now states that  
after he had so purchased said claim, and the same was  
assigned by said Terrill as aforesaid, and before Sept 1882  
while said Harber was a citizen of Lee County Virginia he  
having become satisfied that he should not be able to realize  
anything out of said Harber sold transferred and assigned



by delivery only said written obligation and contract on  
said Harber, to William Richmond, the Beneficial plaintiff  
who was at the time as well as now a citizen of Lee  
county Virginia and to whom the money on said written  
contract is now due and owing, no part thereof having ever  
been paid thereon by said Harber to said R. B. Trull. Your  
Orator or said Wm. Richmond. Your Orator further  
states that while said Richmond owned and held  
said obligation and contract against said Harber in said  
county of Lee. that said Harber again removed to the  
State of Kentucky and is now a resident of Laurel  
county therein as your Orator is informed and believes:

Your Orator now states that one Charles Daugherty lately  
departed this life intestate in the county of Lee. leaving  
a valuable real and personal estate in said county. said  
real estate lies on both sides of the main road about  
14 miles west of the Town of Jamesville, and said per-  
sonal estate is in the hands of one L. D. Fulkerson  
Curator of the estate of said Charles Daugherty deceased.

Your Orator further states that said Jeremiah Harber  
is one of the heirs at law of said Charles Daugherty deceased, and



that as such heir at law he inherited from his uncle the said Charles Daugherty died, One undivided fourteenth part of his real estate, and a like interest in his personal estate.

Your Orator therefore alleges that said Jeremiah Harber is the owner of real estate situated in said county of Logan and that he has an interest in personal estate in the hands of said L. D. Fulkerson of said county as such curator, both of which your Orator is advised is liable to be applied by a court of equity to the payment of your Orator's said claim, and to obtain that end is the object of this suit.

Your Orator therefore prays, that said Jeremiah Harber R. B. Terrill and L. D. Fulkerson as such curator be made parties defendants and be required to answer the statements of this bill fully on oath. That an Order of publication be entered posted and published against said Harber Terrill that process of foreign attachment be issued against said Harber, and lived on his real estate and that such personal estate be attached in the hands of L. D. Fulkerson as such curator, and upon a final hearing of the cause, that a decree be entered in favor of your Orator as assignee of R. B. Terrill for the benefit of Wm. Richmond against said Harber for \$150.00 with legal



interest thereon from January 1st 1873 till paid and costs  
that said real estate or so much thereof as may be necessary  
for the purpose he deemed to be sold <sup>to pay said claim</sup> and said personal estate  
shall be able thereof. And if your Orator is in any wise mis-  
taken in this his special prayer, then he prays for all  
such general relief as it is meet for a court of equity to  
grant in the premises. May the Commonwealth writ  
of Sp. issue directed &c.

Harry J. Morgan for Opp



7.17<sup>PD</sup> to Aug 87  
N.P. 4.50 00  
S 1.00  
at 15-00 00  
at 5-00 00  
\$4.67  
1.48 to Aug 87  
\$36.15

Joseph W. Bales appt for

vs { Bill + F. Attachment

Jessie H. Harber + al

1884 Jan'y - 24<sup>th</sup> Bill Filed.

" Feb'y 24<sup>th</sup> + do by att-  
aching to, + count for O.P.

" March, continued " "

" Apr. May, June Court,

" July, Or. P. Court, + D. N.

" Aug. D. N. Conf'd and

" Cause set for hearing  
by Plaintiff.

" Aug. adj'd + count'd

1885 Mr. Decree + Count'd

" Aug + Or. Court

1886 Mr. Continued

" Aug Decree + Count'd

1888 Apr. Decree final



To the Hon. John A. Kelly Judge of the Circuit  
Court of Lee County Virginia:

The separate answer of L. D. Fulkerson to a  
Bill filed in this Honorable Court against him and  
Jeremiah Harber by Joseph W. Bales assignee of H. D. Terrell  
who sues for the benefit of William Richmond.

Respondent says that he knows nothing about  
the claim sought to be enforced by the Bill against his  
co-deft Harber. He supposes however that it is true  
that the latter is one of the heirs at law of Charles  
Daugherty dead, and that as such he inherited an  
undivided fourteenth part of said Daugherty's real  
and personal estate.

Respondent says he is Curator of said Daugherty's  
estate, and that as such he has received some four  
thousand dollars of personal estate, and in all  
probability may receive something further, but as  
to how much he has or may hereafter receive he cannot  
now state precisely, nor can he say how much may  
be due to his co-deft Harber. Respondent is informed  
however that the legatus under the will of Pally Daugherty  
late widow of said Charles are entitled to one half of  
such personal estate as may remain after debts & charges.



and that the remaining half will have to be subdivided  
into 14 equal parts, of which one will be due said Hecker.

Respondent says Charles Daugherty during life  
was adm<sup>t</sup> of the estate of John H. Beatty decd. and  
died without having fully settled up the matters of  
that estate. And that recently some of said Beatty's  
heirs have brought suit for a settlement of the  
matters pertaining to that estate, and are claiming  
a considerable sum as being due them from said Daugherty.  
But as to whether any thing is due them or not. This  
respondent cannot say, But until this and all other  
matters against said Daugherty's estate is settled, This  
respondent is advised that he cannot with safety  
to himself admit that there is anything in his  
hands due his co. debt, Hecker.

Respondent says that his co. debt Hecker is already  
apportioned from fifty to one hundred dollars of such  
personal estate as may be due him, by drawing on  
respondent in favor of R. M. Bates & C. B. Byler for  
the amount of debts owing by him to them respectively.

Respondent is ready and willing when he can  
do so safely to pay any sum which may be ultimately



be found due said Harbor to whomsoever you think  
may claim it. Respondent being now answered  
as fully as deemed Material says to be in the possession of

L. D. Fulkerson  
Curator



L.D. Fickerson Curator

an } Answer

Joseph H. Hales agent

Filed at June Rules 1880

J. H. Hales



To the Hon. John A. Keely Judge  
of the Circuit Court of Lee Co Va  
The Demurrer and Answer of  
Jeremiah Harber, to a bill filed  
in this Hon. Court by Joseph M. Boley  
for &c against him and others.

Defendant says the plffs  
bill is not good and sufficient  
in law and of this he prays Judge-  
ment &c.

But if any other or further  
answer be deemed necessary, ans-  
wering he says it is true he  
executed the paper sued on, for the  
property or purposes mentioned therein.  
He occupied the same for about 8  
months when the presence of the  
small-pox induced respondent re-  
move temporarily from the property  
to the County of Jackson from which  
latter place he removed to Virginia.  
But he did slip off or run-away as  
the plff states, but went in daylight  
and publicly, and did not leave un-  
till he had paid as much on said  
property as the parties were entitled  
to receive. The original lessee before  
the time expired sold the premises



one Warren Harris, who greatly in-  
terrupted the defendant in the use  
thereof by occupying said shop for  
different times so that he could not  
carry on his work. Before respond-  
ent left he saw the said Terrell and  
gave him about \$60 worth of account  
selectd by himself or men of his  
acquaintance, to be credited upon  
said claim and the same has never  
been returned or accounted for. - Re-  
spondent done work at his shop for  
said Terrell to the amount of \$25. or  
\$30, which was also to be credited  
upon said account. - Respondent left  
a cook stove, household and kitchen  
furniture on said premises worth  
about \$40, which he supposes -  
charges said Terrell got, & then oc-  
cupied the premises for the residue of  
the time, which would over pay  
said obligation. - And so if the plff  
is morally bound to pay other people's  
debts, it would at least be  
prudent in him to ascertain whether  
or not they are just & proper, before  
parting with his money. - And then have  
employ a worthless negro, who



is not worth anything to sue or  
harrass men who never sought the  
plffs endorsement or has any thanks  
to return him for favors shown.

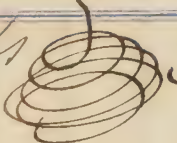
Respondent is advised said claim  
is based by limitation whether con-  
sidered under the laws of Virginia  
or Kentucky the benefit of which  
he here pleads. He denies that Wm  
Richmond has any interest in the suit  
and charges that his name is only a  
dodge of the plff to avoid the  
payment of costs. And having now  
fully answered he prays to be  
hence dismissed with his costs.

A. L. Richmond

Sworn to before me by James W. H. H. H.  
in due form, Aug 27<sup>th</sup> 1884  
J. A. H. H. H. H.



<sup>PD</sup>  
Jeremiah Barber

Adm.  Answer.

Jos. W. Baker Jr

Filed in open court  
by the clerk of  
Aug. 29 1884  
J. A. H. H. H. H.



Jos. W. Bales assnt. for the Peff  
vs.  
Jenny Harber & al                      Defts. } In Chy

Upon calling this cause at the present term of the court, it was announced at the bar by the counsel for the Peff that the debt and costs heretofore decreed the plaintiff, against the debt. - Jenny Harber in this cause, had been fully paid by L. D. Fulkerson executor of the estate of Chas. Daugherty decd & Chas. E. Baylor. It is therefore ordered that the parties be hence discharged and the cause is stricken from the docket.



Jos W Bales assn + for

as { Decm No 3. final

Jerry Harber vol

Feats They "C.B."

page 112 -

Dr H. H. Hutton

Entered  
April 3<sup>d</sup> 1888.  
H. S. K. M.



Jos. St. Denis assignor vs. Eff

vs.

Jeremiah Barber & others

Deft

In Chancery

This cause came on further to be heard this day  
on the papers previously read in the cause. Read a  
statement made by J. St. Denis in court in the chancery  
cause of Andrew Edmonson Esq. & against L. D. Fulkerson  
as curator of Charles Daugherty others & the statement  
at the foot thereof made by J. St. Denis atty for the Eff  
in this cause. Read (A. B.) and was agreed by counsel  
and it appearing from said statements first that  
there is in the hands of said L. D. Fulkerson as  
curator of Charles Daugherty, the sum of \$172.22 due the deft  
Jeremiah Barber as one of said Daugherty's heirs as of Augt  
the 25 1886 and that said personal estate has been attached  
by foreign attachment in this cause. Second that there  
are other liens on said fund to the extent of \$38.52 as of  
Augt 25 1886, leaving the sum of \$100.70 liable to the  
Plaintiff's attachment in this cause. It is therefore  
adjudged, ordered and decreed that the deft L. D.  
Fulkerson as curator of said Daugherty on account of the  
fund in his hands pay to the Plaintiff the sum of \$100.70 with interest thereon from  
Augt 25 1886 till paid & execution is awarded against  
the ~~def~~ <sup>fund</sup> for said sum. And when the sum shall have  
been paid it will operate as a discharge to said Fulkerson  
as curator of said fund to that extent and shall also be  
a credit <sup>as to the same debt</sup> of the same sum on the claim in this cause of  
J. St. Denis assignor of the Eff vs. Jeremiah Barber & others  
is entered



For Mr. Balchman -

to } June No. 2

from the other

Entered page 532

Entered  
Sept 28, 186

J. H. K.



Joseph W. Balis assignor for Peff.

vs.

Jeremiah Harber & al.

Defts.

In Chy.

This cause came on this day to be heard, on the bill of the plaintiff and exhibit therewith. The answers of the defendants and replication thereto, the deposition of witnesses and was argued by counsel. On consideration of all which it is adjudged ordered & decreed that the Plaintiff recover of the defendant Jeremiah Harber \$150.00 the rent due in the bill and proceedings mentioned, with legal interest thereon from the first day of January 1873 till paid and the costs of this suit; And an attachment having been issued in this cause on the 28 day of January 1884 and levied by the Sheriff of the County on the 30th day of January 1884. On the defendants undivided interest in the real estate known as the late Charles Daugherty land the same being one fourteenth part thereof, and by serving a copy of the said attachment on the same day on the agent L. D. Fulkerson curator of said Charles Daugherty, and: It is therefore further adjudged ordered and decreed that the service and levy of said attachment creates a valid and binding lien on said real estate, and on such personal estate as may be due the said Harber from the defendant L. D. Fulkerson but as it does not appear how much personal estate there is in the hands of said Fulkerson as curator aforesaid which may be applied to the debt above decreed the plaintiff: The Court for the present declines to order the real estate so attached be sold & the cause is continued.



Joseph W. Bates apm ju r

27. } Decm. 4. 1

Greenwich Harbor vol  
Mr. Lerew 1885 -

Entol page 428-9  
J. G. Hyatt 2. 8

Enter this  
March 16/85 -  
J. G. K.



Joseph W. Bales assignee

AGAINST

Jeremiah Harbert

To Jeremiah Harbert

Plff

Def

In Chy Circuit Court Lee County Va.

You will please Take notice that on the 16th day  
of October, 1884, at the office of Jany Sullivan, in the City of Richmond Madison  
County, State of Kentucky I will proceed to take the deposition of R. B. Terrill and  
Joseph W. Bales which are instructed to be read as evidence on behalf of Joseph W. Bales assignee of said Terrill who does go to Richmond  
in a certain suit in Chancery now pending in the Circuit Court of Lee  
County, State of Virginia wherein said Bales assignee is  
Plaintiff and said Jeremiah Harbert & other are Defendants. And if from any  
cause the taking of said deposition is not begun on that day, or being begun not completed, the same will be  
continued from day to day or from time to time, and, if desired, from place to place, until the same are complete. You  
may attend and cross-examine if you wish.

Witness my Self 19th, 1884.

Very Respectfully,

Joseph W. Bales assignee

By Henry J. Morgan



Joseph W. Bales of August 1884

no  $\frac{2}{3}$  Notice - Oct 16 1884.

Jeremiah Harber

Executed on the 20th day of  
Sept 1884 by delivering to  
Jeremiah Harber a copy of  
the within notice

J. H. Ewing D. S.  
for R. D. Flanery  
J. L. C.



# The Commonwealth of Virginia.

To any Justice of the Peace, Notary Public or Commissioner appointed by the Governor of said State, resident in the State of *Kentucky*, authorized to take Depositions in the County of *Madison* State of *Kentucky*—GREETING:

Know ye that we, trusting to your fidelity and provident circumspection, do require you, that at such time and place as you shall appoint, to call and cause to come before you

*Joseph W. Bales*

Witness on behalf of

*said Joseph W. Bales, assignee to*

in a certain

pending in the

Plaintiff and

*in the case now*

*Circuit Court of Lee County between*

*Lorenz H. Harker et als*

Defendant and

diligently

examine, touching the same in solemn form on oath or affirmation, and having received the examination as aforesaid,

that you distinctly, plainly, and without delay certify, sign, and send the same enclosed into our said Court together with this Writ. Witness, J. A. G. HYATT Clerk of our said Court, at the Court House, this the *18<sup>th</sup>* day of *September*

188*4*, in the *10<sup>th</sup>* year of the Commonwealth.

*J. A. G. Hyatt*, Clerk.

I do solemnly swear that

whose name

*R. B. Loran & Joseph W. Bales*  
mentioned as witness in the commission above

are non-resident of the State of

Virginia, so help me God.

Sworn to before me this *18<sup>th</sup>* day of *Sept*

188*4*

*Henry J. Morgan*

*J. A. G. Hyatt*, Clerk.



Joseph H. Baker, Esq.

3 Locust St. Phila.  
m. 3 1/2 miles

General H. H. H. H. H.



State of Kentucky: Madison County. Sch.  
Joseph M. Bales vs. Plff. ~~Chancery~~ <sup>Chancery</sup> Ct.  
Against ~~Court~~ <sup>Court</sup> Lee County  
Jeremiah Harber vs. Deft. B. Virginia.

The deposition of Joseph M. Bales,  
taken at the Law Office of Jerry A.  
Sullivan in the City of Richmond Ky,  
on October 16 1884 pursuant to notice,  
and commission herewith returned,  
to be read as evidence in the Chancery  
Circuit Court of Lee County Vir-  
ginia, in the action of Joseph M. Bales  
assignee vs. against Jeremiah Har-  
ber et al. pending therein, for plff.

The witness being of lawful  
age and first duly sworn states:

I reside in Madison Co Ky, near village  
of Kingston and am the assignee of  
R B Terrill in this action. Have re-  
sided in this County for fourteen  
years. I came from Lee Co Virginia  
where I was born. I was acquainted  
with said Jeremiah Harber to defen-  
dant in this action. I think it was  
in 1872 that said J. Harber came to  
this County with his family. At  
my instance and on my recommen-  
dation he rented a ~~house~~ <sup>dwelling</sup> from  
R B Terrill, a dwelling house, garden  
and a portion of a shop. <sup>at Baysville now known as Terrill</sup>  
Said Jeremiah  
Harber was a blacksmith & pursued his  
trade there until the fall of 1872.  
A portion of said shop as is shown



per contract filed in this action, was excluded from the control and use of said Harbor. Sometime during the fall of 1872 Harbor left this County and went back to Virginia, as he said when he left Rogersville, that he was afraid of small pox, then raging in Richmond about five miles from Rogersville, and intended going to Jackson an adjoining County until it subsided, when he would return to Rogersville. It was well known in the neighborhood within a few days that he had left to go directly ~~for~~ to Virginia and the pretended fear of small pox was only a pretext for leaving Rogersville. At the time he left, he was indebted to various parties in the neighborhood of Rogersville <sup>two was in the neighborhood</sup> and left without paying any of them and has never returned to the County to my knowledge. There was a written contract between Terrell & Harbor relative to the rent of this property. For value received said R B Terrell has assigned the debt against Harbor for rent of the property to me. The assignment was made by Terrell on December the 7<sup>th</sup> 1873, <sup>in his assignment</sup> misstated by Terrell, Dec 7 1871 I know William Richmond. He worked for me nearly two years in this County, he has the interest he claims



in the recovery of this debt and as  
shown in the pleading in this case  
I demanded payment of this debt after  
it came into my possession twice of  
said Harber in Lee County, Virginia.  
Each time he said it was just  
and unpaid and never claimed  
that he had paid any part of it or  
that he had any offset against it.  
and furthermore promised to pay  
it just as soon as he was able.  
At ~~one~~ <sup>some</sup> time he promised to make  
a two horse waggon in payment  
but he never did it and has never  
paid me any part of the debt.  
Had it not been for my personal  
~~recommendation~~ <sup>recommendation</sup> Harber could never have  
rented said shop & dwelling house or  
have had any credit in the neigh-  
borhood. On account of my previous  
acquaintance with him in Virginia  
I did what I came to assist <sup>him</sup>, not  
knowing at the time the ~~to~~ man-  
ner in which he left Virginia.  
William Richmond was at the time he  
lived with me a sober, honest and  
industrious man and unlike  
said Jeremiah Harber paid every  
cent he justly owed before leaving  
this County.

W. Bales

Ordered that the further taking of deposition  
in this case be continued to Oct 22, 1884  
at same place stated in caption  
att

Robt R Burman Notary Public



With pursuant to an adjournment on  
the 22<sup>nd</sup> day of October 1884 at the  
place stated in the caption.

Also the deposition of A B Terrill  
to be read as evidence in this action  
who being first duly sworn states

Deposition I reside in Madison County, Kentucky.  
I moved ~~to~~ in 1872 and several houses and  
lots in the town of Rogersville Ky, now  
known as Terrill Ky. On the recommen-  
dation of Joseph W Bales I rented a house  
and lot and a portion of a shop to  
said Jeremiah Harber, being one of the  
houses aforesaid in Rogersville, price  
agreed on was \$15<sup>00</sup> - Dollars. Several  
months after this contract was reduced  
to writing, and under said contract the  
rear part of the shop was ~~not~~  
excluded from the use of said Harber there  
was <sup>for</sup> a portion in said shop. Harber took  
possession under this contract some  
where about the first of the year  
I can't remember exactly the month  
he live<sup>there</sup> until late in the Autumn  
and left the county & I suppose was in  
Virginia before I knew that he had left  
this county. I was at that time clerk  
of the Madison Circuit Court, residing  
in Richmond and did not go to  
Rogersville more than once or twice  
a year it being five miles away.  
I was never notified by him of his  
intention of leaving and the property



remained vacant until the beginning of  
the next year. It left the County  
very much in debt to sundry parties  
in the neighborhood. The dwelling house  
and lot was never sold to Warren Harris  
by at all. The shop was sold to said Harris  
but he got possession only of that part  
reserved by me in the original  
contract, and I don't believe Harris  
ever interrupted him in the possession  
or use of said shop. I have never been  
paid one cent by Jeremiah Harbe on  
rent of this property. He never gave me  
an account <sup>or account</sup> to be credited on his rent  
debt and that statement in his answer  
is wholly untrue. I went to Rogersville  
and inquired of various parties who  
had patronized his shop in order to  
save what part of my rent I could  
but it was an universal fact that  
complain that he owed every body  
and I never collected a cent of his  
accounts. because I never could  
find who owed him. And it is  
absolutely false that he ever did a  
bit of work for me. I had no  
"Blacksmithing" to be done, and he  
did none for me. He left no work-  
store, no household nor kitchen furniture  
which ever came into my possession  
When I purchased in June following  
to rent the property it was empty  
for value received I assigned this



Contract to J. W. Bales. On Dec 7 - 1873. The assignment is dated 1871 by mistake instead of 1873.

He never gave me any accounts to collect & for this reason I have never returned any to him.  
R B Terrill

State of Kentucky }

Madison County }

I Robert R Burnham Notary Public in and for the County & State aforesaid do hereby certify that the within and foregoing Depositions of Joseph W Bales and R B Terrill were taken, subscribed, and sworn to by them respectively at the time and place therein stated to be read in the Case stated in the Caption, Said Witnesses having been by me first duly sworn that the testimony they should give, should be the truth, the whole truth and nothing but the truth, and their statements severally having been reduced to writing by <sup>me</sup> and then signed by them in my presence, all of which is hereby duly certified.

Given under my hand and seal of Office at Richmond Ky this 22<sup>nd</sup> day of October 1884 A.D.

Robert R Burnham

Notary Public

Madison County

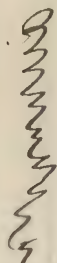
Ky

Term of office expires in Jan'y 1889



---

In Bales of me

vs.  Disposition  
for  
Plaintiff

Jeremiah Warben

---

Recd thro. mail  
and filed Oct. 22/1884  
J. A. [illegible]

Le letrofee for Com. .50<sup>00</sup>

---

M. T. [illegible] \$4.50



Joseph W. Bales appt. & for the Peffy

vs.

Jeremiah Hasbancal Defts.

I do swear that Jeremiah Hasbancal & R B.  
Jerrell defts in this cause are co-defendants  
of W. as I am informed & believe so help  
me god.

Henry J Morgan

Sworn to before me

May 3<sup>rd</sup> 1884. J. H. St. Gall

11/17



Joseph W. Bates

vs  $\frac{1}{2}$  Affidavit

Terrence Harlow



Joseph W. Bales assignee for J. Peff

vs.

Jeremiah Harber & others

Defts

In Chancery

I William Richmond the beneficial plaintiff in the above styled cause now pending in the Circuit Court of Lee County, do swear, that I verily believe the claim right to be recovered in this suit, is just and wholly unpaid; that the peff J. W. Bales as assignee of R. B. Terrell for my benefit ought to recover in said suit against Jeremiah Harber the sum of One hundred and fifty dollars with legal interest thereon from January 1<sup>st</sup> 1873 till paid, that said claim is just, that the peff has present cause of action against said Harber thereof, that said Harber is a non-resident of the State of Virginia, but that he owns real estate situated in Lee County, V., and has money due him in the hands of L. D. Fulkerson curator of Charles Daugherty, decd, who resides in said county, both which are liable to be attached for said claim as I am informed & believe so help me god.

William Richmond

Subscribed & sworn to before me by

Wm. Richmond (colored) Jan'y the 21 1884

Oster Bays J.P.



Joseph W. Bales aff. r. for r.

vs. { Affid. for Attachment

Jeremiah Harber



I have rented from R. B. Service in the  
year 1872 the house in Rogersville Madison  
County Ky. known as the Coffey House, and  
also the use of that part of the Shop used as  
a black Smith shop including the use of the  
black Smith Tools, and excluding from <sup>my</sup> ~~his~~ oc-  
cupation or control the residue of said shop.

for which I agree to pay him one hundred  
& fifty dollars due and payable on the 1st  
Jan. 1873. I bind myself to return said

premises <sup>and Tools</sup> in as good condition as when I  
took possession natural wear and tear  
excepted and agree to surrender possession  
on the 31st of Dec. 1872 without notice to quit.

This obligation made in pursuance of  
a parol agreement relates back to 1st Jan  
1872 and is to be in full force and effect  
from that date — This Oct. 28<sup>th</sup> 1872

att

Robert L. Giller

Laramie Harbor

For ever acknowledged & assigned the  
above obligation to J. W. Bales  
Dec 25 1874 R. B. Service

Jos W. Bales

Kingston

Madison Co

Ky



Jeremiah Scler

Note

\$ 150 00

17

(A)



Andrew Edmonson Recd & Paff

25.

S. D. Fulkerson Curator &c.

Dylo

In Chy

I hereby certify that by My report to Court  
filed in the above styled cause, I find that there  
is due of the fund now in S. D. Fulkersons hands  
as curator of Charles Daughertys estate to James  
Harber one of said Daughertys heirs the sum of \$192.22  
as of Augt the 25 1886.

Augt 27 1886

J. A. Hyatt Curator

It is admitted in the within and above for J. A. Hyatt  
assignor of J. A. Hyatt, Curator that the following  
claims have priority over the attachment in said cause  
so far as Harbers personal estate is concerned & must  
be first paid out of it.

Harbers Order to sell Bales Jan 1 1886 61.00

Int on same to Augt 25 1886 10.94

Whiteland Janct & Mercantile Co Harber Nov 14/86 5.00

Int on same from Mar 12 to Augt 25 1886 1.53

And for costs of suit

Total sum of Harbers claims - \$ 88.57

And also Harbers as first above Augt 25 1886 \$192.22

Two claims last above to be first paid 88.57

Leaving for J. A. Hyatt assignor & this sum 103.65

J. A. Hyatt Curator

for J. A. Hyatt assignor



No. 91. Sales account

of John B. Hyatt - State of

Massachusetts

T.D.



Virginia

A Rules held in the Clerk's Office  
of the District Court for Lee County on  
Monday the 5<sup>th</sup> day of May 1884.

Joseph W. Bailes assignee for the Plaintiff

against

Jeremiah Warner & others Defendants

The object of this suit is to recover  
against the defendant Jeremiah Warner  
the sum of \$150.<sup>00</sup> with legal interest <sup>until payment</sup> thereon  
from the 1<sup>st</sup> day of January 1873, and  
to subject to the payment thereof  
the individual real estate, and the  
personal effects in the Bill and proceedings  
mentioned which has been attached for  
the purpose. And it appearing from  
an affidavit filed in this cause that  
~~that~~ the defendants Jeremiah Warner  
and W. B. Lewis are non residents  
of this State: It is therefore ordered that  
they appear here within one month after  
the publication of this order and do  
what may be necessary to protect their  
interest in this suit.

A Copy Teste -

H. J. Morgan D. C.

J. H. Hyatt  
Clerk



Joseph W. Pulessee.  
vs <sup>3</sup> ~~order~~ <sup>3</sup> ~~order~~  
Desmond Harbor

I certify that I  
delivered to the Rec  
County Secy, an  
official copy of the  
within order for  
Pulessee posted a  
like copy on the  
front door of the  
C. H. at this  
place being of  
the County Court  
L. A. Hyatt  
clerk



# THE COMMONWEALTH OF VIRGINIA.

To The Sheriff Of Lee County Greeting :

We Command You to Summon

*R. B. Lerrill* and *L. D. Fulkerson* *Jeremiah Harber,*

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the first Monday in

*February* next being rule day to answer a bill in Chancery exhibited in our said Court against *them*  
by *Joseph W. Bales* assignee of  
*R. B. Lerrill*, who sues for the benefit of  
*William Richmond (Col'd.)*

And have then there this writ. Witness J. A. G. HYATT Clerk of our said Court at the Courthouse

This

*28<sup>th</sup>*

day of

*January*

1884,

in the 10

*8*

year of the Commonwealth.

*J. A. G. Hyatt*

Clerk



The proper affidavit having been made,  
the officer serving this process, will  
attach the Real and personal Estate  
of the left Harber, and hold the same  
subject to the future order of the Court

J. A. Hyatt  
CLK

N. J. M.

Joseph W. Balesan  
for ok

vs }  
Speranza }

Jeremiah Harber et al

to February Rules 1884

I have received the attachment  
enclosed herein. On one under-  
lined first part of the  
real estate owned by Charles  
Bingherty at his death as the  
property of the left Harber  
and I have further executed  
the same by delivering to  
L.D. Feltman a copy hereof

Jan 30/1884

J. H. Emery & S  
for R. D. Feltman



# Publisher's Certificate.

JONESVILLE, VA., Aug 18, 1884

I, J. M. Morgan, Publisher of the LEE COUNTY SUN,  
a weekly newspaper published at Jonesville, Lee County, Virginia, do certify that the annexed  
Chancery Order was published four successive weeks in said newspaper, publication ending  
June 5-74, 1884

J. M. Morgan, Publisher.

*Pub fee \$5.-*

## VIRGINIA—

At Rules held in the Clerk's office of the Circuit Court for Lee County on Monday, the 5th day of May, 1884.

Joseph W. Bales, Assignee for &c.,	} In
Plaintiff,	
against	
Jeremiah Harber and others.	} Chancery.
Defendants.	

The object of this suit is to recover against the defendant, Jeremiah Harber, the sum of \$150.00, with legal interest thereon from the 1st day of January, 1873, until payment, and to subject to the payment thereof the undivided real estate, and the personal effects in the bill and proceedings mentioned which has been attached for the purpose. And it appearing from an affidavit filed in this cause that the defendants, Jeremiah Harber and R. B. Terrill, are non residents of this State: It is therefore ordered, that they appear here within one month after due publication of this order and do what may be necessary to protect their interest in this suit.

A copy—teste: J. A. G. HYATT.  
H. J. MORGAN, P. Q.



Joseph M Bales  
v.s.  $\frac{3}{4}$  Pub Certificate  
Josephine Harber

Pub fee 5.00